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10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 CHENGUANG GONG,

17 Defendant.
18

No. CR 24-00127-JFW

PLEA AGREEMENT FOR DEFENDANT
CHENGUANG GONG

19 1. This constitutes the plea agreement between defendant
20 CHENGAUNG GONG ("defendant") and the United States Attorney's Office
21 for the Central District of California (the "USAO") in the above-
22 captioned case. With the exception of the agreement by the United
23 States Attorney's Office for the Northern District of California set
24 forth in paragraph 5(f), this agreement is limited to the USAO and
25 cannot bind any other federal, state, local, or foreign prosecuting,
26 enforcement, administrative, or regulatory authorities.
27
28

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count one of the indictment in United States v. Chenguang Gong, 24-CR-00127-JFW, which charges defendant with Theft of Trade Secrets, in violation of 18 U.S.C. § 1832.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessment.

h. Agree to and not oppose the imposition of the following conditions of probation or supervised release:

i. Defendant shall possess and use only those digital devices, screen usernames, email accounts, social media accounts, messaging applications, and cloud storage accounts, as well as any passwords or passcodes for all such digital devices and

1 accounts, that have been disclosed to the Probation Officer upon
2 commencement of supervision. Any new devices, accounts,
3 applications, passwords, or passcodes are to be disclosed to the
4 Probation Officer prior to the first use. A digital device is any
5 electronic system or device that can access, view, obtain, store, or
6 transmit digital data related to email accounts, financial accounts,
7 and social media accounts.

8 ii. All computers, computer-related devices, and
9 their peripheral equipment, used by defendant shall be subject to
10 search, seizure, and computer monitoring. This shall not apply to
11 items used at the employment site that are maintained and monitored
12 by the employer.

13 iii. Defendant shall comply with the rules and
14 regulations of the Computer Monitoring Program. Defendant shall pay
15 the cost of the Computer Monitoring Program.

16 iv. Defendant shall submit defendant's person,
17 property, house, residence, vehicle, papers, computers, cell phones,
18 other electronic communications or data storage devices or media,
19 email accounts, social media accounts, cloud storage accounts, or
20 other areas under defendant's control, to a search conducted by a
21 United States Probation Officer or law enforcement officer. Failure
22 to submit to a search may be grounds for revocation. Defendant shall
23 warn any other occupants that the premises may be subject to searches
24 pursuant to this condition. Any search pursuant to this condition
25 will be conducted at a reasonable time and in a reasonable manner
26 upon reasonable suspicion that defendant has violated a condition of
27 his supervision and that the areas to be searched contain evidence of
28 this violation.

1 3. Defendant further agrees:

2 a. To forfeit any and all right, title, and interest in
3 and to any and all monies, properties, and/or assets of any kind,
4 derived from or acquired as a result of, or used to facilitate the
5 commission of, or involved in the illegal activity to which defendant
6 is pleading guilty, specifically including but not limited to all
7 digital devices described in Appendix A to this agreement
8 (collectively, the "Forfeitable Property").

9 b. To the Court's entry of an order of forfeiture at or
10 before sentencing with respect to the Forfeitable Property and to the
11 forfeiture of the property.

12 c. To take whatever steps are necessary to pass to the
13 United States clear title to the Forfeitable Property, including,
14 without limitation, the execution of a consent decree of forfeiture
15 and the completing of any other legal documents required for the
16 transfer of title to the United States.

17 d. Not to contest any administrative forfeiture
18 proceedings or civil judicial proceedings commenced against the
19 Forfeitable Property. If defendant submitted a claim and/or petition
20 for remission for all or part of the Forfeitable Property on behalf
21 of himself or any other individual or entity, defendant shall and
22 hereby does withdraw any such claims or petitions, and further agrees
23 to waive any right he may have to seek remission or mitigation of the
24 forfeiture of the Forfeitable Property. Defendant further waives any
25 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

26 e. Not to assist any other individual in any effort
27 falsely to contest the forfeiture of the Forfeitable Property.
28

1 f. Not to claim that reasonable cause to seize the
2 Forfeitable Property was lacking.

3 g. To prevent the transfer, sale, destruction, or loss of
4 the Forfeitable Property to the extent defendant has the ability to
5 do so.

6 h. To fill out and deliver to the USAO a completed
7 financial statement listing defendant's assets on a form provided by
8 the USAO.

9 i. That forfeiture of Forfeitable Property shall not be
10 counted toward satisfaction of any special assessment, fine,
11 restitution, costs, or other penalty the Court may impose.

12 4. With respect to any criminal forfeiture ordered as a result
13 of this plea agreement, defendant waives (1) the requirements of
14 Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice
15 of the forfeiture in the charging instrument, announcements of the
16 forfeiture sentencing, and incorporation of the forfeiture in the
17 judgment; and (2) all constitutional and statutory challenges to the
18 forfeiture (including by direct appeal, habeas corpus or any other
19 means). Defendant acknowledges that entry of the order of forfeiture
20 is part of the sentence that may be imposed in this case and waives
21 any failure by the Court to advise defendant of this, pursuant to
22 Federal Rule of Criminal Procedure 11(b)(1)(J), at the time the Court
23 accepts defendant's guilty plea.

24 THE USAO'S OBLIGATIONS

25 5. The USAO agrees to:

26 a. Not contest facts agreed to in this agreement.

27 b. Abide by all agreements regarding sentencing contained
28 in this agreement.

1 c. At the time of sentencing, move to dismiss the
2 remaining counts of the indictment as against defendant. Defendant
3 agrees, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

7 d. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offense up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
12 additional one-level reduction if available under that section.

13 e. Not seek a sentence of imprisonment above the high end
14 of the applicable Sentencing Guidelines range, provided that the
15 offense level used by the Court to determine that range is 23 or
16 higher and provided that the Court does not depart downward in
17 offense level or criminal history category. For purposes of this
18 agreement, the high end of the Sentencing Guidelines range is that
19 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

20 f. Except for criminal tax violations (including
21 conspiracy to commit such violations chargeable under 18 U.S.C.
22 § 371), the USAO and the United States Attorney's Office for the
23 Northern District of California will not further criminally prosecute
24 defendant for criminal violations of 18 U.S.C. § 1831, 18 U.S.C.
25 § 1832, 50 U.S.C. § 4819, or any other charge arising out of
26 defendant's conduct described in the agreed-to factual basis set
27 forth in paragraph 11 below. Defendant understands that the USAO is
28 free to criminally prosecute defendant for any other unlawful past

1 conduct or any unlawful conduct that occurs after the date of this
2 agreement. Defendant agrees that at the time of sentencing the Court
3 may consider the uncharged conduct in determining the applicable
4 Sentencing Guidelines range, the propriety and extent of any
5 departure from that range, and the sentence to be imposed after
6 consideration of the Sentencing Guidelines and all other relevant
7 factors under 18 U.S.C. § 3553(a).

8 NATURE OF THE OFFENSE

9 6. Defendant understands that for defendant to be guilty of
10 the crime charged in count one, that is, Theft of Trade Secrets, in
11 violation of 18 U.S.C. § 1832, the following must be true: (1)
12 defendant intended to convert a trade secret to the economic benefit
13 of someone other than the owner of the trade secret; (2) the trade
14 secret is related to a product used in or intended for use in
15 interstate or foreign commerce; (3) defendant intended or knew that
16 the offense would injure any owner of that trade secret; and (4)
17 defendant knowingly stole, or without authorization appropriated,
18 took, or carried away such information, or without authorization,
19 copied, duplicated, downloaded, or uploaded such information.

20 PENALTIES AND RESTITUTION

21 7. Defendant understands that the statutory maximum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 1832, is: 10 years' imprisonment; a three-year period
24 of supervised release; a fine of \$5,000,000 or twice the gross gain
25 or gross loss resulting from the offense, whichever is greatest; and
26 a mandatory special assessment of \$100.

27 8. Defendant understands that supervised release is a period
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

8 9. Defendant understands that, by pleading guilty, defendant
9 may be giving up valuable government benefits and valuable civic
10 rights, such as the right to vote, the right to possess a firearm,
11 the right to hold office, and the right to serve on a jury.
12 Defendant understands that he is pleading guilty to a felony and that
13 it is a federal crime for a convicted felon to possess a firearm or
14 ammunition. Defendant understands that the conviction in this case
15 may also subject defendant to various other collateral consequences,
16 including but not limited to revocation of probation, parole, or
17 supervised release in another case and suspension or revocation of a
18 professional license. Defendant understands that unanticipated
19 collateral consequences will not serve as grounds to withdraw
20 defendant's guilty plea.

21 10. Defendant understands that, if defendant is not a United
22 States citizen, the felony conviction in this case may subject
23 defendant to: removal, also known as deportation, which may, under
24 some circumstances, be mandatory; denial of citizenship; and denial
25 of admission to the United States in the future. The Court cannot,
26 and defendant's attorney also may not be able to, advise defendant
27 fully regarding the immigration consequences of the felony
28 convictions in this case. Defendant understands that unexpected

1 immigration consequences will not serve as grounds to withdraw
2 defendant's guilty plea.

3 FACTUAL BASIS

4 11. Defendant admits that defendant is, in fact, guilty of the
5 offense to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support a plea of
8 guilty to the charge described in this agreement but is not meant to
9 be a complete recitation of all facts relevant to the underlying
10 criminal conduct or all facts known to either party that relate to
11 that conduct.

12 Theft of Trade Secrets from Company 1

13 From January 2023 to April 2023, defendant was employed as an
14 application-specific integrated circuit manager at a physical science
15 and engineering research and development laboratory, headquartered
16 within the Central District of California ("Company 1"). Company 1
17 maintained a laboratory that researched and developed sophisticated
18 infrared sensors with high sensitivity, low noise, and high dynamic
19 range. Company 1's sensors were designed to collect electrical
20 signals from large infrared photo detector arrays and output the data
21 in a manner that achieved high dynamic range, low noise, high
22 resolution, and fast readout rate performance. In his role,
23 defendant was responsible for managing the design, development, and
24 performance of the readout integrated circuits used in Company 1's
25 infrared sensors.

26 Company 1 developed multiple trade secrets associated with its
27 proprietary sensor technology. Among other technologies, Company 1
28 developed the Serrano Readout Integrated Circuit technology (the

1 "Serrano Technology"), which offered both high dynamic range and
2 time-of-flight capabilities. Company 1 also developed the Anaheim
3 Readout Integrated Circuit technology (the "Anaheim Technology"),
4 which offered high sensitivity, a wide field of view, small pixel
5 pitch, command and data handling, and radiation hardening. Company 1
6 also developed proprietary Integrated Dewar Cooler Assemblies (the
7 "Mechanical Technology") to enclose and cryogenically cool the
8 Serrano and Anaheim Readout Integrated Circuits. The Serrano
9 Technology, Anaheim Technology, and Mechanical Technology
10 (collectively, the "Trade Secret Information") each constituted trade
11 secrets as defined in 18 U.S.C. 1839(3) and were related to products
12 intended for use in interstate commerce.

13 From at least March 31, 2023, to April 25, 2023, while defendant
14 was employed at Company 1, defendant copied, downloaded, and
15 transferred hundreds of proprietary files without authorization from
16 Company 1's servers to three personal digital devices: a Verbatim
17 flash drive bearing serial number YP32G1104008630PTL (the "Verbatim
18 Flash Drive"), a Western Digital external hard drive bearing serial
19 number WXM1E974PT0U ("WD Drive 1"), and a Western Digital external
20 hard drive bearing serial number WX32DC2R90LF ("WD Drive 2").

21 The files defendant transferred included Trade Secret
22 Information, including the detailed layout and specifications used to
23 manufacture Company's 1's readout integrated circuits (known as
24 "tape-out files"). To export the computer-assisted design ("CAD")
25 product and user libraries from Company 1's UNIX system, which hosted
26 the design software, defendant manually ran scripts to save the
27 design files in .bz2 archive files, which allowed defendant to
28 preserve the underlying library structure. Defendant then

1 transferred the .bz2 archive files from Company 1's UNIX system to
2 his work laptop using a file transfer protocol program, and then
3 copied those files from his work laptop to his personal digital
4 devices.

5 On March 31, 2023, defendant copied approximately 760 files from
6 his work laptop to WD Drive 1, including approximately 185 .bz2
7 archive files containing the entire product and user libraries for
8 the Anaheim Technology to WD Drive 1. In conjunction, these trade-
9 secret product and user libraries contained the schematic information
10 necessary to implement the architecture and circuit design for
11 Anaheim Technology, as well as the related physical and digital
12 characteristics of the integrated circuits. The product libraries
13 also included the information required to allow a semiconductor
14 foundry to "print" all of the necessary layers to manufacture the
15 circuits. The user libraries -- including the user libraries of
16 defendant's supervisor and other colleagues, contained many of the
17 product design choices and design history. On April 5, 2023,
18 defendant copied approximately 6 archive and CAD design files from
19 his work laptop to the Verbatim Flash Drive. These files contained
20 the blueprints to replicate and manufacture the Serrano Technology.
21 On April 6, 2023, defendant transferred approximately 939 files from
22 his work laptop to WD Drive 2, including the same archive and CAD
23 design files containing the blueprints to replicate and manufacture
24 the Serrano Technology, as well as at least two files containing the
25 designs for the Mechanical Technology.

26 Defendant also copied emails, presentations, and testing results
27 from Company 1 relating to the design and development of the Trade
28 Secret Information which included test results, issue logs, and trial

1 probe results relating to the Serrano Technology, as well as
2 summaries of testing and issue identification, detailed product
3 specifications, and implementation details for client review meetings
4 relating to the Anaheim Technology. Many of the files defendant
5 copied to his personal digital devices included documents marked as
6 "PROPRIETARY," "EXPORT CONTROLLED," "FOR OFFICIAL USE ONLY," and
7 "PROPRIETARY INFORMATION."

8 At all relevant times, defendant knew that he was prohibited by
9 Company 1's policies from copying, downloading, and transferring
10 Company 1's trade secrets onto his personal digital devices. Company
11 1 provided training to its employees, including defendant, regarding
12 their obligation to protect Company 1's proprietary and trade secret
13 information. This training provided examples of protected
14 proprietary information and specifically prohibited connecting any
15 personally owned portable electronic devices and removable media,
16 including external hard drives, to employees' work laptops.
17 Defendant attended this training on January 30, 2023, and signed a
18 form acknowledging that he understood the training the following day.

19 On April 26, 2023, after Company 1 discovered that defendant had
20 copied, downloaded, and transferred hundreds of proprietary files
21 from Company 1's servers to defendant's personal digital devices,
22 Company 1 terminated defendant's employment. At the time of his
23 termination, Company 1 recovered the Verbatim Flash Drive from
24 defendant's workstation.

25 Theft of Trade Secrets from Company 2

26 From approximately 2009 to May 2014, defendant worked as an
27 integrated circuit design manager for a U.S. information technology
28 company in Santa Clara, California ("Company 2"). While employed by

1 Company 2, defendant worked on developing analog-to-digital
2 converters ("ADCs") which convert analog signals (such as sound,
3 light, or temperature) into a usable digital format and have many
4 uses, including military applications. At all relevant times, the
5 export from the United States of technology for the development or
6 production of ADCs having a resolution of 14 bit or more, but less
7 than 16 bit, with a "sample rate" greater than 250 Mega Samples Per
8 Second ("MSPS"), and of ADCs having a resolution of 16 bit or more
9 with a "sample rate" greater than 65 MSPS, was controlled by the U.S.
10 Department of Commerce under Export Control Classification Numbers
11 ("ECCNs") 3A001.a.5.a.4 and 3A001.a.5.a.5, respectively. The export
12 to China of this ADC technology without a license was prohibited.

13 While employed at Company 2, and without authorization,
14 defendant copied thousands of proprietary and trade secret files from
15 Company 2's servers to his personal digital storage devices. These
16 files included tape-out files containing the trade secret designs for
17 many of Company 2's products. For example, on a computer tower and
18 external hard drive seized from his residence in Thousand Oaks,
19 California, on May 8, 2023, defendant possessed the tape-out design
20 files for Company 2's 14-bit 250 MSPS ADC and its 16-bit 370 MSPS
21 ADC. On a laptop seized from his home in San Jose, California, on
22 February 6, 2024, defendant possessed design files for these ADCs, as
23 well as planning documents and presentations from Company 2 relating
24 to the design, development, and marketing of its high-performance
25 ADCs.

26 Theft of Trade Secrets from Company 3

27 From May 2015 to October 2019, defendant was a complementary
28 metal-oxide semiconductor ("CMOS") image sensor design manager for

1 the U.S. subsidiary of an international defense, aerospace, and
2 security company in San Jose, California ("Company 3"). While
3 employed by Company 3, defendant worked on the development and design
4 of low-light image sensors. Without authorization, defendant copied
5 proprietary and trade secret files from Company 3's servers to his
6 personal digital storage devices which included the trade secret
7 designs and tape-out files for many of Company 3's products. For
8 example, on hard drives seized from his home in Thousand Oaks,
9 California, on May 8, 2023, defendant possessed the tape-out files
10 and designs for high-definition format, ultra-low noise CMOS sensors
11 developed by Company 3 for use in extreme low-light imaging
12 applications. On a laptop seized from his home in San Jose,
13 California on February 6, 2024, defendant also possessed trade-secret
14 design files for other image sensors developed by Company 3 and
15 numerous proprietary documents relating to the design, development,
16 and marketing of Company 3's image sensor products.

17 Other Conduct

18 From at least 2014 to 2022, including while defendant was
19 employed at Company 2 and Company 3, defendant submitted applications
20 to talent plans in the People's Republic of China. In his
21 submissions, defendant proposed projects that included the
22 development of high-performance ADCs and a 4K resolution CMOS sensor.
23 In certain project proposals, defendant used graphics that he had
24 taken from materials belonging to Companies 2 and 3. Defendant's
25 submissions included funding requests for his proposed ADC project,
26 which totaled approximately \$5.6 million.

27 On August 10, 2014, defendant submitted a project proposal to
28 the Hangzhou Qianjiang Economic Development Zone "3615" Talent

1 Introduction Plan. In his submission, defendant proposed to develop
2 16-bit 100-370 MSPS ADC converters, explaining that in "national
3 defense" and "military" settings, high-performance ADCs "directly
4 determine the accuracy and range of radar systems." Defendant stated
5 that the export-controlled nature of the products was a strength of
6 his proposal, noting that high-performance ADCs were "completely
7 monopolized by major American manufacturers such as . . . [Company
8 2]" and were "[i]ncluded on the U.S. embargo list." Defendant
9 further stated that it was "almost impossible" for Chinese
10 institutions to obtain high-performance ADCs, but that his proposed
11 project would "get rid of the United States blockade of China's
12 product lines in this category" and bring China's ADC development to
13 the same level as international companies including Company 2.

14 In January 2017, defendant submitted a proposed project to
15 develop high-performance ADCs to an email address associated with the
16 38th Research Institute of China Electronics Technology Group
17 Corporation. Defendant reiterated the military utility of his
18 proposal, explaining that the increased accuracy would result in
19 increased detection distance of radar systems. Defendant emphasized
20 that there were "almost no" companies in China capable of developing
21 and producing such products, which were subject to U.S. export
22 controls.

23 In May 2019 and September 2019, while defendant was employed by
24 Company 3, defendant traveled to China to attend the 12th Nanjing
25 International Exchange and Cooperation Conference for Chinese
26 Overseas Students and the Xihu District 325 Talent Plan. In these
27 proposals, defendant underscored the military applications of high-
28 performance ADCs. In an email to a talent plan recruiter after

1 defendant returned from the second trip, he expressed frustration
2 that he had not received a response to his proposal at the September
3 2019 conference, stating that he "took the risk (because I work for
4 [Company 3], a US military company) thinking that I could do
5 something for [China's] high-end military integrated circuits."

6 In 2020, defendant applied to the Maker World-Hangxiang Future
7 2020 Hangzhou Overseas High-Level Talent Innovation and
8 Entrepreneurship Competition to seek funding for his high-performance
9 ADC project. Defendant reached the semi-finals of the competition
10 and submitted a video presentation in which he explained his 16-bit
11 370-500 MSPS ADC project proposal. In the video, defendant also
12 explained the functionality of a high-performance 4K resolution CMOS
13 sensor and embedded the same video file showing the capabilities of a
14 high-performance 4K resolution CMOS image sensor that he had copied
15 from Company 3. In the embedded video, the model number of the
16 sensor developed by Company 3 is clearly visible. Defendant also
17 stated that his product extensions included a low-light and night-
18 vision dual-use CMOS image sensors for use in military night-vision
19 goggles and civilian applications.

20 SENTENCING FACTORS

21 12. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable Sentencing
23 Guidelines range and to consider that range, possible departures
24 under the Sentencing Guidelines, and the other sentencing factors set
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the
26 Sentencing Guidelines are advisory only, that defendant cannot have
27 any expectation of receiving a sentence within the calculated
28 Sentencing Guidelines range, and that after considering the

Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

13. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
Loss More than \$3,500,000 and Less than \$9,500,000	+18	U.S.S.G. § 2B1.1(b)(1)(J)
Knowledge or Intent that Offense Would Benefit Foreign Government	+4	U.S.S.G. § 2B1.1(b)(14)(B)

The government agrees that it will not seek, argue for, or suggest in any way any other adjustment, departure or variance that would increase the defendant's sentencing guideline range.

14. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

15. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

16. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be

1 represented by counsel -- and if necessary have the Court appoint
2 counsel -- at every other stage of the proceeding.

3 d. The right to be presumed innocent and to have the
4 burden of proof placed on the government to prove defendant guilty
5 beyond a reasonable doubt.

6 e. The right to confront and cross-examine witnesses
7 against defendant.

8 f. The right to testify and to present evidence in
9 opposition to the charges, including the right to compel the
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if
12 defendant chose not to testify or present evidence, to have that
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,
15 Fourth Amendment or Fifth Amendment claims, and other pretrial
16 motions that have been filed or could be filed.

17 17. Understanding that the government has in its possession
18 digital devices and/or digital media seized from defendant, defendant
19 waives any right to the return of digital data contained on those
20 digital devices and/or digital media and agrees that if any of these
21 digital devices and/or digital media are returned to defendant, the
22 government may delete all digital data from those digital devices
23 and/or digital media before they are returned to defendant.

24 WAIVER OF APPEAL OF CONVICTION AND COLLATERAL ATTACH

25 18. Defendant understands that, with the exception of an appeal
26 based on a claim that defendant's guilty plea was involuntary, by
27 pleading guilty defendant is waiving and giving up any right to
28 appeal defendant's conviction on the offense to which defendant is

1 pleading guilty. Defendant understands that this waiver includes,
2 but is not limited to, arguments that the statute to which defendant
3 is pleading guilty is unconstitutional, and any and all claims that
4 the statement of facts provided herein is insufficient to support
5 defendant's plea of guilty.

6 19. Defendant also gives up any right to bring a post-
7 conviction collateral attack on the conviction or sentence, except a
8 post-conviction collateral attack based on a claim of ineffective
9 assistance of counsel, a claim of newly discovered evidence, or an
10 explicitly retroactive change in the applicable Sentencing
11 Guidelines, sentencing statutes, or statute of conviction. Defendant
12 understands that this waiver includes, but is not limited to,
13 arguments that the statute to which defendant is pleading guilty is
14 unconstitutional, and any and all claims that the statement of facts
15 provided herein is insufficient to support defendant's plea of
16 guilty.

17 WAIVER OF APPEAL OF SENTENCE

18 20. Defendant agrees that, provided the Court imposes a term of
19 imprisonment within or below the range corresponding to an offense
20 level of 23 and the criminal history category calculated by the
21 Court, defendant gives up the right to appeal all of the following:
22 (a) the procedures and calculations used to determine and impose any
23 portion of the sentence; (b) the term of imprisonment imposed by the
24 Court; (c) the fine imposed by the Court, provided it is within the
25 statutory maximum; (d) to the extent permitted by law, the
26 constitutionality or legality of defendant's sentence, provided it is
27 within the statutory maximum; (e) the term of probation or supervised
28 release imposed by the Court, provided it is within the statutory

1 maximum; and (f) any of the following conditions of probation or
2 supervised release imposed by the Court: the conditions set forth in
3 Second Amended General Order 20-04 of this Court; the drug testing
4 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the
5 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);
6 and any conditions of probation or supervised release agreed to by
7 defendant in paragraph 2 above.

8 21. The USAO agrees that, provided (a) all portions of the
9 sentence are at or below the statutory maximum specified above and
10 (b) the Court imposes a term of imprisonment within or above the
11 range corresponding to an offense level of 23 and the criminal
12 history category calculated by the Court, the USAO gives up its right
13 to appeal any portion of the sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 22. Defendant agrees that if, after entering a guilty plea
16 pursuant to this agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty plea on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then (a) the USAO will be relieved of all of its
20 obligations under this agreement; and (b) should the USAO choose to
21 pursue any charge that was either dismissed or not filed as a result
22 of this agreement, then (i) any applicable statute of limitations
23 will be tolled between the date of defendant's signing of this
24 agreement and the filing commencing any such action; and
25 (ii) defendant waives and gives up all defenses based on the statute
26 of limitations, any claim of pre-indictment delay, or any speedy
27 trial claim with respect to any such action, except to the extent
28

1 that such defenses existed as of the date of defendant's signing this
2 agreement.

3 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

4 23. Defendant agrees that if the count of conviction is
5 vacated, reversed, or set aside, both the USAO and defendant will be
6 released from all their obligations under this agreement.

7 EFFECTIVE DATE OF AGREEMENT

8 24. This agreement is effective upon signature and execution of
9 all required certifications by defendant, defendant's counsel, and an
10 Assistant United States Attorney.

11 BREACH OF AGREEMENT

12 25. Defendant agrees that if defendant, at any time after the
13 signature of this agreement and execution of all required
14 certifications by defendant, defendant's counsel, and an Assistant
15 United States Attorney, knowingly violates or fails to perform any of
16 defendant's obligations under this agreement ("a breach"), the USAO
17 may declare this agreement breached. All of defendant's obligations
18 are material, a single breach of this agreement is sufficient for the
19 USAO to declare a breach, and defendant shall not be deemed to have
20 cured a breach without the express agreement of the USAO in writing.
21 If the USAO declares this agreement breached, and the Court finds
22 such a breach to have occurred, then: (a) if defendant has previously
23 entered a guilty plea pursuant to this agreement, defendant will not
24 be able to withdraw the guilty plea; and (b) the USAO will be
25 relieved of all its obligations under this agreement.

26 26. Following the Court's finding of a knowing breach of this
27 agreement by defendant, should the USAO choose to pursue any charge
28

1 that was either dismissed or not filed as a result of this agreement,
2 then:

3 a. Defendant agrees that any applicable statute of
4 limitations is tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action.

6 b. Defendant waives and gives up all defenses based on
7 the statute of limitations, any claim of pre-indictment delay, or any
8 speedy trial claim with respect to any such action, except to the
9 extent that such defenses existed as of the date of defendant's
10 signing this agreement.

11 c. Defendant agrees that: (i) any statements made by
12 defendant, under oath, at the guilty plea hearing (if such a hearing
13 occurred prior to the breach); (ii) the agreed to factual basis
14 statement in this agreement; and (iii) any evidence derived from such
15 statements, shall be admissible against defendant in any such action
16 against defendant, and defendant waives and gives up any claim under
17 the United States Constitution, any statute, Rule 410 of the Federal
18 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
19 Procedure, or any other federal rule, that the statements or any
20 evidence derived from the statements should be suppressed or are
21 inadmissible.

22 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

23 OFFICE NOT PARTIES

24 27. Defendant understands that the Court and the United States
25 Probation and Pretrial Services Office are not parties to this
26 agreement and need not accept any of the USAO's sentencing
27 recommendations or the parties' agreements to facts or sentencing
28 factors.

1 28. Defendant understands that both defendant and the USAO are
2 free to: (a) supplement the facts by supplying relevant information
3 to the United States Probation and Pretrial Services Office and the
4 Court, (b) correct any and all factual misstatements relating to the
5 Court's Sentencing Guidelines calculations and determination of
6 sentence, and (c) argue on appeal and collateral review that the
7 Court's Sentencing Guidelines calculations and the sentence it
8 chooses to impose are not error, although each party agrees to
9 maintain its view that the calculations in paragraph 13 are
10 consistent with the facts of this case. While this paragraph permits
11 both the USAO and defendant to submit full and complete factual
12 information to the United States Probation and Pretrial Services
13 Office and the Court, even if that factual information may be viewed
14 as inconsistent with the facts agreed to in this agreement, this
15 paragraph does not affect defendant's and the USAO's obligations not
16 to contest the facts agreed to in this agreement.

17 29. Defendant understands that even if the Court ignores any
18 sentencing recommendation, finds facts or reaches conclusions
19 different from those agreed to, and/or imposes any sentence up to the
20 maximum established by statute, defendant cannot, for that reason,
21 withdraw defendant's guilty plea, and defendant will remain bound to
22 fulfill all defendant's obligations under this agreement. Defendant
23 understands that no one -- not the prosecutor, defendant's attorney,
24 or the Court -- can make a binding prediction or promise regarding
25 the sentence defendant will receive, except that it will be within
26 the statutory maximum.

NO ADDITIONAL AGREEMENTS

30. Defendant understands that, except as set forth herein,
there are no promises, understandings, or agreements between the USAO
and defendant or defendant's attorney, and that no additional
promise, understanding, or agreement may be entered into unless in a
writing signed by all parties or on the record in court.

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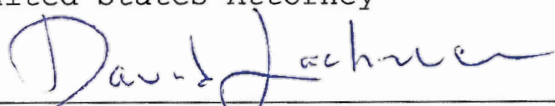
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA


BILAL A. ESSAYLI
United States Attorney



DAVID C. LACHMAN
NISHA CHANDRAN
Assistant United States Attorneys

July 17, 2025


Date



CHENGUANG GONG
Defendant

06/26/2025

Date



CRAIG WILKE
Attorney for Defendant
CHENGUANG GONG

6/27/2025

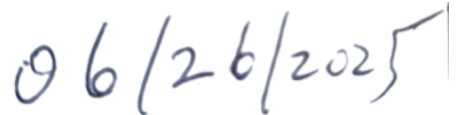
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



CHENGUANG GONG
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am CHENGUANG GONG's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



CRAIG WILKE
Attorney for Defendant
CHENGUANG GONG

6/27/2025

Date

APPENDIX A

#	Description	Serial Number
1	One Verbatim flash drive	YP32G1104008630PTL
2	One Western Digital external drive	WX32DC2R90LF
3	One Apple iPad	DMPDP0BTNRC
4	One Huawei phone	MHA-AL00
5	One Seagate 1TB external hard drive	NA05VEQ4
6	One Aigo 500GB hard drive	CID780213901920
7	One Kingston 3.9GB flash drive	CCBB1209272139491005000007
8	One 4GB flash drive	033300000001C09C
9	One Fairchild Imaging 8GB flash drive	04EGFBCGH00AVEX9
10	One Solar Magic 1GB flash drive	20165700191EF808
11	One Seagate 1TB hard drive, located in an Acer Veriton computer tower	9XG2R2X6
12	One Hitachi 500GB hard drive, located in an Acer Veriton computer tower	Y9H4PXNB
13	One Patriot Memory 4GB flash drive	079908082FB03DBD
14	One Silanna 8GB flash drive	9207075DB8304424452
15	One Solar Magic 1GB flash drive	20173200396FCB08
16	One Lenovo ThinkPad laptop	PF-1JCIUD
17	One Western Digital My Book 3TB hard drive	WMC1T3046146
18	One Seagate 4TB hard drive	Z3066GPD

19	One Solar Magic 1GB flash drive	20165700191EF808
20	One Lenovo laptop	CBU0860661
21	One blue T-Mobile cell phone	861690067068946
22	One blue USB drive	Unknown serial number
23	One Western Digital 60GB hard drive	WXEZ04039242
24	One SP 128GB flash drive	087E04803080
25	One Verbatim 32GB flash drive	07010C3B9C207756
26	One Western Digital 5TB hard drive	WXC2D6325Z0L
27	One Ranxiana 1TB SSD hard drive	S3ZHNA0M504509
18	One Verbatim 31GB flash drive	0721227DOE056C40
29	One Netac 16GB flash drive	AA000000000000489
30	One Dell laptop	7JKOZW2
31	One Sun Microsystems computer	FW01430673
32	One Seagate Barracuda 500GB hard drive, located inside a Dell X10-60256 computer	9VMJDFCG
33	One Western Digital 2TB hard drive, located inside a Dell X10-60256 computer	WMAZA1937422
34	One Seagate Barracuda 400GB hard drive, located inside a Dell X10-60256 computer	3PM0P66A
35	One Western Digital 500GB hard drive, located inside a Dell X10-60256 computer	WCASYD522772
36	One Seagate 2TB hard drive, located inside a Dell X10-60256 computer	Z561E1S

37	One Seagate Barracuda 1.5TB hard drive, located inside a Dell X10-60256 computer	9VS0LWG3
38	One Lenovo laptop	R9T1YHHV12
39	One Antec Design computer	Unknown serial number